

Supreme Court, U. S.

FILED

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MICHAEL RODAK, JR., CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1976

No.

76-7371

CHARLES E. CAMPBELL,

Petitioner,

VERSUS

STAPLE COTTON COOPERATIVE ASSOCIATION,

Respondent.

- PETITION FOR A WRIT OF CERTIORARI -
TO THE SUPREME COURT OF THE
STATE OF MISSISSIPPI
- -

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ATTORNEY FOR PETITIONER

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IN THE SUPREME COURT OF THE UNITED STATES OCTOBER TERM, 1976

NO.

CHARLES E. CAMPBELL,

Petitioner,

VERSUS

STAPLE COTTON COOPERATIVE ASSOCIATION,
Respondent.

PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES SUPREME COURT

Comes now Charles E. Campbell, Petitioner, by and through Counsel, and prays that a Writ of Certiorari issue to review the Judgments of the Supreme Court of Mississippi heretofore entered in this cause on July 13, 1976.

OPINION BELOW

The Opinion of The Supreme Court of Mississippi is reported at 334 So. 2d 378 (Miss. 1976) and is set forth in the Appendix, infra. pp. A-1 - A-12.

JURISDICTION

Jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1257 (2), this being an Appeal which draws into question the propriety of Final Judgment of The Mississippi Supreme Court affirming the Trial Court's ruling allowing a farmer's cooperative, the Respondent here, to bestow upon its Board of Directors preferential treatment, allowing them to obtain a higher price for their cotton than the general membership of the cooperative association and the affirmance of the issuance of an Injunction without notice on an unsworn Bill where the Petitioner had not admitted any of the material allegations charged against him in the Bill, either orally or in writing, prior to the time the Injunction was issued. Petitioner charges that the issuance of the Injunction without Notice violated the due process provisions of the Fourteenth Amendment to The Constitution of The United States and the actions of the Respondent in bestowing preferential treatment upon the members of its Board of Directors, to the exclusion of its general membership is a violation of the Equal Protection Clause of the Fourteenth Amendment to The Constitution of The United States.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The Fourteenth Amendment of The Constitution of The United States, Due Process and Equal Protection Clauses are involved in this Appeal, in that the Petitioner was denied equal treatment as a member of the Staple Cotton Cooperative Association from that accorded members of the Board of Directors of said cooperative, which allowed said members of the Board of Directors of the Respondent to obtain a floating price contract, thereby allowing them to obtain a much higher price for their 1973 cotton crop than the general membership

of the cotton cooperative association of which Petitioner was a member; and the Due Process Clause of the Fourteenth Amendment was violated by the issuance of a Temporary Injunction Without Notice on an unsworn Bill of Complaint where the Petitioner was without personal knowledge of the facts on which said Petition was filed and on which the Writ of Injunction was granted and where the said Charles E. Campbell had not admitted, either orally or in writing, to any officer or agent of the Staple Cotton Cooperative Association, the truthfulness of the allegations of the Bill of Complaint on which the Temporary Injunction was issued against him.

QUESTIONS PRESENTED

Whether it was proper for the seven members of the Board of Directors of the Respondent to be accorded preferential treatment to the exclusion of the general membership of the Staple Cotton Cooperative Association of which the Petitioner, Charles E. Campbell was a member, so as to allow the said members of the Board of Directors to execute "floating price contracts" for their cotton for the 1973 crop year, thereby allowing them to obtain a much higher price for their cotton produced than prices obtained by the general membership of the cooperative association where such "floating price contracts" were not offered and not available to the general membership. Petitioner maintains that this violates the Equal Protection Clause of the Fourteenth Amendment of the Constitution of The United States.

Secondly, a temporary injunction was issued by the Chancery Court of Madison County, Mississippi on a Bill of Complaint which was accompanied by a jurat executed by a corporate officer and official of the Staple Cotton Cooperative Association, said Bill of Complaint being, by its allegations, shown to be based on information and belief rather than personal know-

ledge and a temporary injunction was issued against the Petitioner, Charles E. Campbell, without notice and without a hearing and without the said Charles E. Campbell having admitted either orally or in writing any of the allegations of the Bill of Complaint to any officer of the Staple Cotton Cooperative Association. Said action on the part of the Trial Court violated the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

STATEMENT

This cause originated in The Chancery Court of Madison County, when Appellee filed its Bill of Complaint for an accounting, specific performance and Petition For Temporary Injunction without Notice against Appellant, Charles E. Campbell, based on certain contracts between the two parties dealing with the purchase, sale and delivery of Appellant's 1973 cotton crop grown in Madison County, Mississippi.

The Chancellor issued a Temporary Injunction Without Notice, ordering Appellant to place all of the cotton in The Federal Compress Warehouse in Canton and to there hold it until ordered by the Court as to the method of its disposition. On November 29, 1973, when the Writ of Injunction issued and was served on Appellant, each and every bale of cotton which he had harvested to that date was in the Federal Compress Warehouse as called for in the contracts. He had not threatened verbally or otherwise to breach the contract and the rules under which the warehouse operated effectively prevented him from removing the cotton or selling it to anyone other than the Appellee. Appellant moved to dissolve the injunction on the grounds that the Chancellor issued the injunction on an unverified, unsworn Bill, which on its face showed that the material allegations on which the injunction was granted was hearsay and based on information and belief. A full hearing of the facts

giving rise to the injunction's issuance and Appellant's Motion To Dissolve was had and the Chancellor, conceding that the injunction probably should not have been issued in the first instance, refused to dissolve same.

The Cause proceeded to a hearing on the merits, on Breach of Contract and the Bill for Specific Performance. Appellant raised defenses of: (1) Appellee's failure to come into Court with clean hands; (2) A voidance of his contract on the basis that certain members of the Board of Directors of Appellee were given preferential treatment in the form of floating price contracts which differed from those offered to and furnished to the general membership and common shareholders of Staple Cotton Cooperative Association; and (3) That by virtue of the preferential treatment, Appellee had violated Section 79-19-21 of the Mississippi Code of 1972 and as a result of such unlawful and inequitable conduct, Appellant's contract with Appellee was voided.

Appellant seeks reversal of this cause on the ground that the Motion To Dissolve Injunction should have been sustained and on the basis that the Chancellor was manifestly wrong as to his finding of fact that Appellant had breached the contract for the reason that the same was void.

On June 1, 1976, the Mississippi Supreme Court affirmed the ruling of the Trial Court and awarded to the Respondent all of the Petitioner's cotton produced for the 1973 crop year, attorneys fees and liquidated damages for failure to deliver the cotton as was called for by the alleged contract. A Petition For Rehearing was denied on July 13, 1976.

REASONS FOR GRANTING THIS WRIT

Petitioner, Charles E. Campbell, is aggrieved by the ruling of The Mississippi Supreme Court, which held that he had no right to notice of a hearing on which a temporary injunction was granted ordering him to deliver all of the cotton which he had produced for the crop year 1973, which cotton had already been delivered to the Federal Compress and Warehouse and Canton, Mississippi as called for by the contract on which the injunction suit was brought. Petitioner contends that the issuance of a Temporary Injunction without Notice on an unsworn and unverified Bill of Complaint which by its allegations show that only surmise and conjecture formed the basis for the filing of the Petition for Injunction and the Bill of Complaint on which it was based violated the due process provisions of the Fourteenth Amendment of the Constitution of the United States in that the Petitioner should have been afforded a hearing on the allegations of the Bill of Complaint exhibited against him prior to the issuance of a temporary injunction, for the reason that the things which he was ordered to do by the said injunction had already been accomplished and were in accordance with the provisions of the contract on which the suit was based.

Secondly, Petitioner, as a member of the Staple Cotton Cooperative Association, which is a farm cooperative formed for the purpose of assisting and representing the member-farmers, had a right to expect that he would be accorded the same treatment as the members of the Board of Directors of said cooperative, when in truth and fact, seven of the members of the Board of Directors or their families had received "floating price" contracts which were executed approximately five (5) months prior to the contracts offered to the general membership of the cooperative, which "floating price" contracts allowed and permitted the members of the Board of Directors to obtain a much higher price for cotton produced during the

1973 crop year. The cooperative association was formed as the result of a State Law authorization the formation of said cooperatives and requiring that the members of the Board of Directors of said corporation not be permitted to enter into any contract differing in any way with the cooperative than that accorded the general membership.

In the case at bar, the Mississippi Supreme Court has permitted and condoned a violation of a State Statute prohibiting the members of the Board of Directors from entering into contracts which were preferential and allowed members of the Board of Directors to obtain higher prices for their cotton than that afforded the general membership and by its decision, denied to Petitioner equal protection under law as required by the Fourteenth Amendment to the Constitution.

THEREFORE, Petitioner respectfully submits that this Petition for A Writ of Certiorari should be granted so as to review these actions and to reverse the same so as to allow the Petitioner to receive due process of law and equal protection under law as guaranteed him by The Constitution of The United States through the Fourteenth Amendment.

CONCLUSION

Petitioner respectfully submits that a Writ of Certiorari should be issued so as to allow the review of the erroneous actions of The Mississippi Supreme Court, which affirmed the opinion and ruling of The Chancery Court of Madison County, Mississippi, which effectively denied the Petitioner equal protection under law and due process of law as required by the Fourteenth Amendment to The Constitution of The United States, based on the reasons hereinabove set forth.

Respectfully submitted,

PITTMAN AND NOBLES
L-182 Capital Towers Building
P.O. Box 1733
Jackson, Mississippi 39205

BY: James W. Nobles, Jr. Pw m. a. s.
JAMES W. NOBLES, JR.

CERTIFICATE OF SERVICE

I, James W. Nobles, Jr., one of the attorneys for Charles E. Campbell, Petitioner herein, and a member of the Bar of the Supreme Court of the United States, hereby certify that on the 8th day of October, 1976, I served copies of the foregoing Petition For Writ of Certiorari on Staple Cotton Cooperative Association, Respondent herein, by mailing copies in duly addressed envelopes with first class postage prepaid, to its respective attorneys of record, as follows:

Honorable Herman B. CeCell, c/o Henry, Barbour & DeCell,
P.O. Box 960, Yazoo City, Mississippi 39194; and

Honorable John Fraiser, c/o Fraiser & Burgoon, P.O. Box
391, Greenwood, Mississippi 38930.

James W. Nobles, Jr. Pw m. a. s.
JAMES W. NOBLES, JR.

WEST KEY NUMBER SYSTEM

Charles E. CAMPBELL

v.

STAPLE COTTON COOPERATIVE ASSOCIATION.

No. 48697.

Supreme Court of Mississippi.

June 1, 1976.

Rehearing Denied July 13, 1976.

A temporary injunction was issued without notice by the Chancery Court, Madison County, E.G. Cortwright, Chancellor, enjoining farmer from disposing of his cotton crop, a motion to dissolve was overruled and, on final hearing, complainant, a cooperative marketing association was awarded specific performance of its contract with farmer together with liquidated damages and attorney's fees and farmer appealed. The Supreme Court, Sugg, J., held that, even if the injunction was improvidently issued in the first instance, cooperative was entitled to have it continued on hearing on motion to dissolve; that farmer's contract was not void on theory that a floating price forward contract executed by some members amounted to either a contract for profit between forward member and association contrary to statute or an unlawful release of members for their marketing agreement.

Affirmed.

1. Injunction 163(1)

Even if temporary injunction, issued without notice, restraining farmer from disposing of his cotton crop had been improvidently issued in first instance, cotton marketing cooperative which had obtained injunction was entitled to have it continued on hearing on motion to dissolve. Code 1972, § 79-19-33(2).

2. Injunction 163(1)

Injunction will not be dissolved despite its wrongful issuance when it is apparent that complainant would be entitled to another injunction immediately upon dissolution of first injunction.

3. Agriculture 6

Forward contract, whereby farmer agreed to deliver his cotton to marketing cooperative, was not void on theory that a floating price forward contract executed by some members of cooperative amounted to either a contract for profit between a board member and cooperative, contrary to statute, or amounted to an unlawful release of such members from their marketing agreement. Code 1972, § 79-19-21.

4. Agriculture 6

Execution of floating price contract by members of cooperative marketing association did not release another member from his contract to deliver his cotton to association, where the floating price contracts were form of forward contract that might be entered into by a member under the factor option clause of marketing agreement.

Pittman & Nobles, Barnett, Montgomery, McClintock & Cunningham, Jackson, Herring, Herring & Christopher, Canton, for appellant.

Fraiser & Burgoon, Greenwood, Henry, Barbour & DeCell, Yazoo City, for appellee.

Before GILLESPIE, C.J., and INZER and SUGG, JJ.

SUGG, Justice, for the Court:

A temporary injunction was issued without notice from the Chancery Court of Madison County which enjoined Charles Campbell from disposing of his 1973 cotton crop. A motion to dissolve was overruled and on final hearing complainant, Staple Cotton Cooperative Association, was awarded specific performance of its contract with Campbell together with liquidated damages and attorneys fees. The questions are: (1) Should the temporary injunction have been dissolved? (2) Was Campbell's contract unenforceable because the association permitted one of its directors to enter into a contract with the association differing in any way from the business relations accorded regular members of the association in violation of Mississippi Code Annotated section 79-19-21 (1972)? (3) Did the association release some of its members from their marketing agreement?

The Staple Cotton Cooperative Association is an agricultural cooperative marketing association which operates under the provisions of Mississippi Code Annotated section 79-19-1 (1972) et seq. and is engaged in the business of marketing cotton grown by its members. Campbell is a cotton farmer in Madison County and was a member of the association in 1973, having executed a "Membership and Marketing Agreement." Under Section 5A of the membership and marketing agreement,

the association agreed to sell Campbell's cotton by one of the methods set forth in paragraph 6A and 6B the method to be selected by Campbell (illegible) Paragraph 6A covers the pool option under which a member's cotton is lumped with other cotton of like grade and staple and sold by the association. Section 6B is the factor option which provides a member with two marketing methods. Under one method the association displays a member's cotton to prospective buyers and reports the price offered by the buyer to the member who accepts or rejects the price offered. Under the other method the member may forward contract his cotton designating the association as the marketing agent. A forward contract is a contract by which a member sells cotton to be produced by him before it is harvested, and in some cases, before it is planted.

In March, 1973, Campbell executed a forward contract with the association by which he agreed to sell and deliver to the association all of the cotton produced on and ginned from his land for the crop year 1973 at 31.50 cents per pound for all cotton delivered on or before December 10, 1973 and 26.50 cents per pound for all cotton delivered between December 10, 1973 and January 31, 1974.

Prior to the Fall 1973 harvest, the price of cotton on the open market rose dramatically. During October and November 1973 defendant picked, ginned, and placed most of his cotton in a warehouse but did not deliver any of the negotiable warehouse receipts to the association as required by section 4(a) of the marketing agreement which provides:

All cotton shall be delivered at the earliest reasonable time after picking or ginning, to the order of the Association at the nearest public warehouse, or shipment as directed, to the Association, and by delivery of the endorsed warehouse receipts or bills of lading properly directed.

The association filed its bill on November 28, 1973 and a temporary injunction issued without notice enjoining defendant from selling or disposing of his cotton. Campbell answered the bill, moved to dissolve the injunction, and in his answer admitted that he refused to deliver the negotiable warehouse receipts. He claimed that he should not be required to deliver his cotton because his contract was void by reason of preferential treatment accorded a member of the board of directors of the association.

[1, 2] Mississippi Code Annotated section 79-19-33(2) (1972) provides that the association is entitled to an injunction to prevent the breach of a marketing contract and to a decree for specific performance thereof. It also provides that the association is entitled to a temporary injunction against a member pending the adjudication of the action. Campbell's motion to dissolve was properly overruled because he had not delivered his cotton under his marketing agreement and forward contract. Even if the injunction improvidently issued in the first instance, the association was entitled to have the injunction continued on the hearing on motion to dissolve. This follows from the rule that, because equity acts in the present tense, an injunction will not be dissolved despite its wrongful issuance when it is apparent that complainant would be entitled to another injunction immediately upon dissolution of the first injunction. *Gordon v. Gordon*, 196 Miss. 476, 485, 17 So. 2d 191 (1944); *Belzoni Oil Company v. Yazoo & Mississippi Valley R.R.*, 94 Miss. 58, 77-78, 47 So. 468 (1908).

[3] Campbell's affirmative defense was that his contract was void because a floating price forward contract executed by some members amounted to either a contract for profit between a board member and the association contrary to Mississippi Code Annotated section 79-19-21 (1972), or a release of these members from their marketing agreement in violation

of the rule laid down in *Staple Cotton Cooperative Association v. Borodofsky*, 143 Miss. 558, 108 So. 802 (1926).

The evidence disclosed that Sturdivant and Bishop, Inc., and several other growers of Deltapine 16 cotton from a designated area negotiated "floating price" forward contracts with W.B. Dunavant and Co. in November 1972 for their 1973 cotton crop and designated the association as marketing agent. Section 3 of the Sturdivant contract is as follows:

3. It is understood and agreed that this is a "floating price" type of contract, with prices and terms as follows:

The initial starting base price on this contract as of November 17, 1972, is 27.50 cents per pound. This 27.50 cents as the starting base is based on December, 1973, New York futures at 31.00 cents. If and when December, 1973, New York futures trade at 32.00 cents, then the contract price will be 28.00 cents; or, in other words, with every 100-point rise above 31.00 cents, Producer and Seller will receive a 50-point increase in the contract price. The increase in price does not become effective until a 100-point increase in the futures market has been reached above the base of 31.00 cents. Producer and Seller shall continue to receive a 50-point increase in the contract price with every 100-point increase in the futures market thereafter until the final date of September 1, 1973. At no time after the advance in price has occurred for Producer and Seller's account will he receive less than the advanced price.

It is agreed that when the mills receive and mike the cotton, on any bales miking 5.0 and higher or any bales that show excessive grass or other foreign matter, the Buyer has the option to claim and receive a 100-point discount. Any cotton miking 3.4 and lower will be priced at 500 points over applicable CCC loan value. Also, any cotton reduced on account of grass, bark, etc., will apply on contract at 500 points over applicable CCC loan value.

Any quality of cotton produced in this crop that is not specifically described above shall apply at the same price as cotton of comparable Government loan value that is so described in the contract.

It is understood and agreed that all cotton produced on the Sturdivant Group acres ginned through December 7, 1973, is sold at prices already stated, with any cotton ginned on December 8, 1973, and later to apply on the contract at 500 points over applicable CCC 1973 Government loan levels.

It is further understood and agreed that Buyer will establish an irrevocable letter of credit, payable to Producer and Seller, guaranteeing payment under the terms of this contract. This letter of credit is to be established not later than April 1, 1973.

Terms: Greenwood Cotton Exchange Rules.

After identifying gin tag lists along with net mill receiving weights have been received, Staple Cotton Cooperative Association as agent is to invoice the cotton on March 4, 1974.

The contract permitted Sturdivant & Bishop, Inc. to share in gains on the futures market and eventually netted it approximately 53 cents per pound for its cotton. The president of Sturdivant & Bishop, Inc. was a member of the board of directors of the association when the contract was executed.

Mississippi Code Annotated section 79-19-21 (1972) provides in part that:

No director, during the term of his office, shall be a party to a contract for profit with the association, differing in any way from the business relations accorded regular members or holders of common stock of the association.

The spirit of this section is aimed at preventing an association director from using his position of authority to secure a more favorable contract with the association than its regular members enjoy. See *Oliver v. Hulstead*, 196 Va. 992, 86 S. E. 2d 858 (1955). The evidence in this case clearly establishes that Sturdivant and Bishop contracted directly with Dunavant and Co. and that the association did not participate in negotiating the contract, but acted only as the marketing agent. The association received its usual charge of \$1.60 per bale as marketing agent for each bale of cotton that passed under the contract. There was simply no "contract for profit with the association, differing in any way from the business relations accorded regular members (illegible) of the association" as contemplated by the statute.

[4] Campbell contends that the execution of the floating price contracts by Sturdivant and Bishop, Inc. and other growers released them from their marketing agreement and, therefore, released him from his contract to deliver his cotton to the association. Campbell relies on *Borodofsky, supra*, which held that when a cooperative association releases some members from their marketing agreement to deliver cotton to the association, such release defeats the purpose of the association and thereby releases all other association members from their marketing agreements. In this case, however, there is no evidence that the association released any of its members from their marketing agreement because the proof showed that a floating price contract is a form of a forward contract that may be entered into by a member under the factor option clause of the marketing agreement.

Campbell further contends that the association should have offered him a floating price forward contract; however, the proof is that the association never offered such a contract to any of its members but such contracts were negotiated between the members and buyers. Campbell and all other members had

the privilege of entering into a floating price contract or a forward contract with the buyer of their choice, but were required to designate the association as marketing agent under their membership and marketing agreement.

Campbell's affirmative defense failed and the association was entitled to the relief granted. We therefore affirm.

AFFIRMED.

GILLESPIE, C.J., PATTERSON and INZER, P. JJ., and SMITH, ROBERTSON, WALKER, BROOM and LEE, JJ., concur.

STATE OF MISSISSIPPI

HINDS COUNTY

I, Mrs. Julia H. Kendrick, Clerk of the Supreme Court of the State of Mississippi, do hereby certify that the foregoing is a true and correct copy of the judgment rendered by the Court in the case of CHARLES E. CAMPBELL No. 48,697 Vs.
STAPLE COTTON COOPERATIVE ASSOCIATION,
as the same appears of record on file in my office.

Given under my hand, with the seal of said Court affixed, at office, in the City of Jackson, Miss., this the 8th day of October A.D., 19 76.

/s/ Julia H. Kendrick
SUPREME COURT CLERK

STATE OF MISSISSIPPI

To the Honorable the Chancery Court,
of Madison County—Greetings:

Whereas, on the 1st day of June, 19 76 (the same being a day of the regular term of our SUPREME COURT, begun and held in the Court room, in the Capitol, in the City of Jackson, in said State, on the 1st Monday of March, in the year of our Lord, 19 76, the following final Decree was rendered by our SUPREME COURT, to-wit:

CHARLES E. CAMPBELL

No. 48,697 vs.

STAPLE COTTON COOPERATIVE ASSOCIATION

This cause having been submitted at a former day of this Term on the record herein from the Chancery Court of Madison County and this Court having sufficiently examined and considered the same and being of the opinion that there is no error therein doth order, adjudge and decree that the decree of said Chancery Court rendered in this cause on the 26th day of September, 1974 - be and the same is hereby affirmed. Judgment is in favor of Staple Cotton Cooperative Association against Charles E. Campbell in the amount of \$10,229.85 with interest thereon at the rate of 6% per annum from September 26, 1974 until paid together with all costs taxed in the Court below and this Court adds the sum of \$511.49 being damages at the rate of 5% as provided for by statute. It is further ordered, adjudged and decreed that the appellant and James H. Herring

and Crymes Pittman, sureties on the appeal bond herein, do pay all of the costs of this appeal to be taxed for which let proper process issue.

TUESDAY, JULY 13, 1976, COURT SITTING :

This cause this day came on to be heard on Appellee's Motion for Allowance of Attorney's Fee filed herein and this Court having sufficiently examined and considered the same and being of the opinion that the same should be sustained doth order that said Motion be and the same is hereby sustained and Fee of \$2,750.00 allowed.

YOU ARE HEREBY COMMANDED, That such execution and further proceedings be had in said cause, as according to right and justice, and the judgement of our SUPREME COURT and the law of the land ought to be had.

WITNESS, the Hon. Robert G. Gillespie
Chief Justice of our Supreme Court; also the
signature of the Clerk and the Seal of said
Court hereunto affixed, at office, at Jackson,
this the 3rd day of September, A.D.,
19 76

/s/ Julia H. Kendrick, Clerk

By _____, D.C.

ATTEST

A True Copy

This the 8th day of Oct. 19 76

JULIA H. KENDRICK, CLERK
SUPREME COURT OF MISSISSIPPI

By /s/ Linda Puchett

IN THE SUPREME COURT OF MISSISSIPPI

TUESDAY, JULY 13, 1976, COURT SITTING :

CHARLES E. CAMPBELL

No. 48,697 VS

STAPLE COTTON COOPERATIVE ASSOCIATION

This cause this day came on to be heard on Appellee's Motion for Allowance of Attorney's Fee filed herein and this Court having sufficiently examined and considered the same and being of the opinion that the same should be sustained doth order that said Motion be and the same is hereby sustained and Fee of \$2,750.00 allowed.

MINUTE BOOK "BR" PAGE 505

ATTEST

A True Copy

This the 8th day of Oct. 19 76

JULIA H. KENDRICK, CLERK
SUPREME COURT OF MISSISSIPPI

By /s/ Linda Puchett

IN THE SUPREME COURT OF MISSISSIPPI

TUESDAY, JULY 13, 1976, COURT SITTING :

CHARLES E. CAMPBELL

No. 48,697 VS

STAPLE COTTON COOPERATIVE ASSOCIATION

This cause this day came on to be heard on Petition for Rehearing filed herein and this Court having sufficiently examined and considered the same En Banc and being of the opinion that the same should be denied doth order that said Petition be and the same is hereby denied.

MINUTE BOOK "BR" PAGE 505

STATE OF MISSISSIPPI

HINDS COUNTY

I, Mrs. Julia H. Kendrick, Clerk of the Supreme Court of the State of Mississippi, do hereby certify that the foregoing is a true and correct copy of the judgment rendered by the Court in the case of CAMPBELL No. 48,697 Vs. STAPLE COTTON COOPERATIVE ASSOCIATION, as the same appears of record on file in my office.

Given under my hand, with the seal of said Court affixed, at office, in the City of Jackson, Mississippi, this the 8th day of October A.D., 1976.

/s/ Julia H. Kendrick
JULIA H. KENDRICK
SUPREME COURT CLERK

ATTEST

A True Copy

This the 8th day of Oct. 19 76

JULIA H. KENDRICK, CLERK
SUPREME COURT OF MISSISSIPPI

By /s/ Linda Puchett